



Contract/Grant Agreement Checklist

This form should be completed when a new contract/grant agreement requires the President/CEO's signature. The form should be completed by the program supervisor/clinical manager and attached to the contract/grant agreement and forward to the Division Director for approval, then to the CFO for approval, then to Lori Jo for President/CEO's signature.

Cover sheet completed by: Sue Grundysen Date: 8/3/17

Region: 1 - Fargo ☒ Program: 005 - A24 ☒

Copies of signed Contract/Grant sent to: Brenda Wolf
NDDHS
Agency Provider

Original Returned to: Sue Grundysen
(If you wish to have Lori Jo mail this out, please include and addressed envelope.)

New: ☐ Renewal: ☒

Contract/Grant Agreement with: Badlands Choice Clinic

Summary of Service and History: this is yrs 5 & 6 of contract coverage

Effective Dates of Contract/Grant Agreement: 7/1/17 thru 6/30/19

Financial Summary:
Type of Contract/Grant Agreement: Hourly Rate: 40/prof, 20/group-voluntr
Fixed Monthly Rate: _____
Annual Rate: _____

Old Rate: _____ New Rate: not to exceed \$600,000

Comments Clinical and Financial: _____

Potential Risk to the Organization: _____

Originating Supervisor: Sue Grundysen

Reviewed by:
Program Director and/or Division Director: Sign: [Signature] Date: 8/3/17
VP of Finance/CFO: Sign: [Signature] Date: 8/7/17

Date Contract/Grant agreement signed by: _____

CEO: 8/7/17 Board Chair: _____

RECEIVED
AUG 16 2017

Memorandum of Agreement

This Agreement is entered between Badlands Choice Clinic (Agency Provider). The Village Family Service Center and the North Dakota Department of Human Services (NDDHS).

NDDHS is responsible for supervision of the Alternatives to Abortion Program. The Village Family Service Center will administer the Alternatives to Abortion Program including marketing, updating and maintaining a list of service providers, making payments to service providers and 1-800 service.

The program will provide positive outcome-based information, counseling, and support services with the following requirements and expectations:

1. Provide services to pregnant women or women who believe they may be pregnant, who reside in North Dakota.
2. Promote childbirth through information, counseling and education to assist pregnant women to choose childbirth.
3. Assist women in making informed decisions about adoption or parenting with respect to the child.

Alternatives to Abortion services do not include medical services.

The Agency Provider desires to provide Alternatives to Abortion services consistent with the requirements of the Alternatives to Abortions Program and to meet the requirements of N.D.C.C. § 50-06-26 and this Agreement. The Agency Provider agrees to:

1. Screen each potential client to establish that she is pregnant or reasonably believes she may be pregnant;
2. Inform each client that it is her right to secure Alternatives to Abortions services from a provider of those services listed in the Alternatives to Abortions brochure;
3. Assist NDDHS and The Village Family Service Center in gathering data to evaluate the Alternatives to Abortions Program from the client's first visit through birth of the child;
4. Keep confidential the communications between a child and provider or its employees and agents, except as permitted by law or by the informed agreement of the client;
5. Submit to NDDHS and The Village Family Service Center a copy of provider's liability insurance policy for approval before requesting payment; and
6. Maintain approved liability coverage in effect at all times services are being provided under this Agreement.

Agency Provider agrees not to:

1. Counsel for, refer for, encourage, or perform abortions, or knowingly refer an Alternatives to Abortions client to another person or agency for the purpose of receiving counseling for, referral for, encouragement for, or the performance of an abortion; or
2. Discriminate against Alternatives to Abortions client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

Provider for Alternatives to Abortions services will receive reimbursement for services provided based on a rate of \$10.00 for each quarter hour of service furnished by a member of the clergy, a nurse licensed under N.D.C.C. ch. 43-12.1, a physician licensed under N.D.C.C. ch. 43-17, a psychologist licensed under N.D.C.C. ch. 43-32, a social worker licensed under N.D.C.C. ch. 43-41, an addiction counselor licensed under N.D.C.C. ch. 43-45, a counselor licensed under N.D.C.C. ch. 43-47, or a marriage and family therapist licensed under N.D.C.C. ch. 43-53; and at a rate of \$5.00 for each quarter hour of service furnished by any other individual.

This Agreement is effective July 1, 2017 and remains in effect until June 30, 2019, unless terminated by the Agency Provider, The Village Family Service Center or NDDHS.

This Agreement may be terminated at any time by mutual consent of parties, or upon 30-days' written notice by either party, with or without cause. Failure by the Agency Provider to perform the terms of this Agreement may result in the immediate termination of the Agreement.

Agency Provider: Badlands Choice Clinic

Signature: *Elizabeth L. Miller*

Date: 6/16/2017

Title: *Executive Director*

The Village Family Service Center

Doug Vang
Doug Vang, President/CEO
The Village Family Service Center

Date: 8/9/17

C: Carol Cartledge, Director
Economic Assistance Policy Division
North Dakota Department of Human Services